

Seller: Manager-Regulatory Matters
Southwestern Bell Telephone Company
One Bell Center, 36-T-8
St. Louis, Missouri 63101

Seller: Manager-Administrative Services
(12) Southwestern Bell Telephone Company
4119 Broadway, Room G65
San Antonio, Texas 78209

BUYER: Karl M. Sneyd SELLER: Janice Dwyer
DATE: 7/1/97 DATE: 6/17/97

- (1) For billing purposes, identification number will be 300-039-001.
- (2) For billing purposes, identification number will be 300-039-002.
- (3) For billing purposes, identification number will be 300-039-003.
- (4) For billing purposes, identification number will be 300-039-004.
- (12) For billing purposes, identification number will be 300-039-012.
- (15) Cost of forms will be billed to Buyer as incurred.
- (39) For billing purposes, identification number will be 300-039-039.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city government. The names are listed in alphabetical order, and each name is followed by the office to which the person has been appointed. The list is as follows:

Attachment 4.A.8

SERVICE, REVENUE AND PUBLIC AFFAIRS

The following provisions will apply to Revenue and Public Affairs Services (the "Services") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part:

Section 1. SCOPE OF SERVICES

Services provided under this Schedule will consist of the ongoing review of legislative activities which might affect the operations of Buyer. Before Seller begins performing Services hereunder, Buyer will advise Seller of Buyer's legislative interests. In addition, Buyer will designate a direct contact within any affiliate of Buyer that receives Services hereunder.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller hereunder in accordance with the fee schedule set forth in the Pricing Addendum attached hereto and by this reference incorporated herein. Incidental expenses incurred by Seller in the course of providing Services will be separately invoiced and reimbursed in full by Buyer. Buyer further agrees not to bill back any charges paid to Seller pursuant hereto through any form of allocation or direct charge.

Section 3. TERM

This Schedule will cover the period from January 1, 1997, to December 31, 1997, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Schedule in duplicate as of the later date set forth below.

BUYER:

Southwestern Bell Communications, Inc.

By: Karl M. Sweeney

Title: V.P. - Bus Planning & CF

Date: 2/25/97

SELLER:

Southwestern Bell Telephone Company *pu*

By: [Signature]

Title: Division Manager - State Reg. and Public Affairs

Date: 2/18/97

REVENUE AND PUBLIC AFFAIRS
PRICING ADDENDUM
1997

a. The fees to be paid by Buyer for the Services to be provided by Seller pursuant to this Schedule 047 will be as follows:

1. State Consultation: (1)
 - Fifth level \$230.00/hr.
 - Fourth level \$214.00/hr.
 - Third level \$173.00/hr.
 - Second level \$163.00/hr.
 - Division Secretary \$132.00/hr.
2. Services/GHQ Regulatory Consultation: (3)
 - Vice President \$325.00/hr.
 - Fifth level \$200.00/hr.
 - Fourth level \$180.00/hr.
 - First thru Third levels \$152.00/hr.

b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: President and CEO
Southwestern Bell Communications Services, Inc.
1651 North Collins
Richardson, TX 75080

Seller: Manager - Affiliate Services
Southwestern Bell Telephone Company
One Bell Center, Room 38-U-5
St. Louis, Missouri 63101

BUYER: Karl M. Siefert SELLER: Janice Dwyer
DATE: 1/31/97 DATE: 1-2-97

- (1) For billing purposes, the identification number will be 300-047-001.
- (3) For billing purposes, the identification number will be 300-047-003.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

Attachment 4.A.9

SERVICE: BELLCORE SUPPORT

The following provisions will apply to Bellcore Support Services (the "Services") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part:

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will consist of requests of technical documentation from Seller at rates specifically described in individual Pricing Addenda hereafter attached hereto.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedule set forth in the Pricing Addendum attached hereto and by this reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from April 1, 1996 to December 31, 1996, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: 

Title: President & CEO

Date: 7/18/96

SELLER:

Southwestern Bell Telephone Company 

By: 

Title: Div. Manager State Regulatory
and Public Affairs

Date: 8/27/96

BELLCORE SUPPORT SERVICES
PRICING ADDENDUM
1997

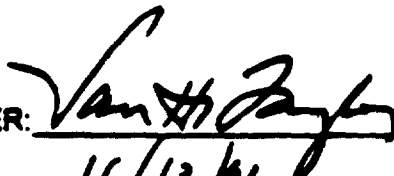
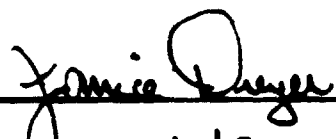
a. The fees to be paid by Buyer for the Services to be provided by Seller pursuant to this Schedule 084 will be as follows:

1. Administrative support: (1)
Clerical \$ 55.00/hour
First level \$ 94.00/hour
2. Ntwk. Mgmt. Svcs. Bureau Offering P1-6SW601 (9)
Ntwk. Mgmt. Svcs. Bureau Offering P2-6SW602 (9)

b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

Seller: Area Manager-Bellicore and Technology Services
Southwestern Bell Telephone Company
1010 Pine, 13-D-8
St. Louis, Missouri 63101

BUYER:  SELLER: 
DATE: 11/13/96 DATE: 11/1/96

- (1) For billing purposes, identification billing number will be 300-084-001.
- (9) Bellcore and miscellaneous charges will be billed to Buyer as incurred.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

Attachment 4.A.10

SERVICE: FULFILLMENT SERVICES

The following provisions will apply to Fulfillment Services (the "Services") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part.

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will consist of producing the calling card and performing Direct Mail fulfillment services at rates specifically described in individual Pricing Addenda hereafter attached hereto.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedule set forth in the Pricing Addendum attached hereto and by this reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from March 1, 1997 to December 31, 1997, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: Karl M. Swartz

Title: VP - CFO

Date: 5/4/97

SELLER:

Southwestern Bell Telephone Company *Per*

By: [Signature]

Title: Dir. Manager-State Regulatory
and Public Affairs

Date: 5/19/97

FULFILLMENT SERVICES
PRICING ADDENDUM
1997

a. The fees to be paid by Buyer for the Services to be provided by Seller pursuant to this Schedule 110 will be as follows:

1. Calling Card (1) \$ 38/card

Cost of postage and presort charges will be passed through to Buyer as incurred.

2. Direct Mail (2) \$ 23/item

3. Administrative support (3)
Management \$115.00/hour
Clerical \$ 80.00/hour

b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: President and CEO
Southwestern Bell Communications Services, Inc.
170 East Travis, Suite 550
San Antonio, TX 78205

Seller: Process Specialist-IS
Southwestern Bell Telephone Company
9051 Parkwest, Rm 1216
Houston, TX 77063

BUYER: Karl M. Sures
DATE: 5/21/97

SELLER: James P. Quinn
DATE: 5/20/97

- (1) For billing purposes, identification billing number will be 300-110-001.
- (2) For billing purposes, identification billing number will be 300-110-002.
- (3) For billing purposes, identification billing number will be 300-110-003.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

Attachment 4.A.11

SERVICE: GENERAL LEDGER SUPPORT

The following provisions shall apply to General Ledger Support (Services) furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part:

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will consist of those functions performed by Seller's Finance department as hereafter specifically described in individual Pricing Addenda attached hereto.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedule set forth in the Pricing Addendum attached hereto and by reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from April 1, 1997 to December 31, 1997, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: Karl M. Long

Title: VP - CFO

Date: 8/11

SELLER:

Southwestern Bell Telephone Company *pu*

By: Martin P. Hughes

Title: Division Manager-State Reg.
and Public Affairs

Date: 6/5/97

GENERAL LEDGER SUPPORT SERVICES
PRICING ADDENDUM
1997

- a. The fees to be paid by Buyer for the Services provided by Seller pursuant to this Schedule 117 will be as follows:

Hourly labor rates: (2)

Third level	\$ 190.00/hour
Second level	\$ 155.00/hour
First level	\$ 178.00/hour
Clerical	\$ 95.00/hour

- b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

Seller: Director-Financial Accounting and Reporting
Southwestern Bell Telephone Company
One Bell Center, 27-B-1
St. Louis, MO 63101

BUYER: Karl M. Smith SELLER: Janice Dwyer
DATE: 8/1/97 DATE: 7/9/97

(2) For billing purposes, the identification number will be 300-117-002.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

Attachment 4.A.12

SERVICE: ACCOUNTS PAYABLE SERVICE

The following provisions will apply to the accounts payable service (the "Service") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part.

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will consist of providing support to Buyer for the accounts payable service as hereafter specifically described in individual Pricing Addenda attached hereto.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedule set forth in the Pricing Addendum attached hereto and by this reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from March 1, 1997, to December 31, 1997, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: Karl M. Senger

Title: VP - CFO

Date: 5/14/97

SELLER:

Southwestern Bell Telephone Company *for*

By: E. J. [Signature]

Title: Dir. Manager - State Regulatory
and Public Affairs

Date: 5/19/97

**ACCOUNTS PAYABLE
PRICING ADDENDUM
1998**

A. The fees to be paid by Buyer for Services provided by Seller pursuant to this Schedule 118 will be as follows:

ADDENDUM SERVICE

PRICE

001*	Account Payable Support	\$10.97 /month/employee
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B. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: Dennis Hall
Southwestern Bell Communications Services, Inc.
5850 West Los Positas Blvd., Room 244
Pleasanton, CA 94588

Seller: Emma Morris
Southwestern Bell Telephone Company
One Bell Center, Room 29-C-2
St. Louis, MO 63101

BUYER:

[Signature]
FOR KAROL SWITZER

DATE:

1-6-98

SELLER:

[Signature]
Jan Smith

DATE:

12/15/97

*001 - For billing purposes, please use the identification number 300-118-001

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

Attachment 4.A.13

SERVICE: BUDGET ANALYSIS SUPPORT

The following provisions will apply to the budget analysis support service (the "Service") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part.

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will consist of providing support to Buyer to include, but not limited to, financial support and direction on budget analysis services.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedule set forth in the Pricing Addendum attached hereto and by this reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from April 1, 1997, to December 31, 1997, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: Karl M. Swartz

Title: VP - CFO

Date: 5/21/97

SELLER:

Southwestern Bell Telephone Company *per*

By: E. J. [Signature]

Title: Div. Manager - State Regulatory
and Public Affairs

Date: 5/13/97

BUDGET ANALYSIS SUPPORT SERVICE
PRICING ADDENDUM
1997

a. The fees to be paid by Buyer for Services provided by Seller pursuant to this Schedule 119 will be as follows:

1. Budget Analysis Support (2)

Second level	\$ 155.00/hour
District level	\$ 190.00/hour
Fourth level	\$ 225.00/hour
Vice President	\$ 360.00/hour

2. Executive Director monthly support (3) \$ 225.00/hour

b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: President and CEO
Southwestern Bell Communications Services, Inc.
170 East Travis, Suite 550
San Antonio, TX 78205

Seller: Area Manager-Budget Analysis
Southwestern Bell Telephone Company
One Bell Center, 39-T-5
St. Louis, Missouri 63101

BUYER: Karl M. Sneyd SELLER: Janice Dwyer
DATE: 5/4/97 DATE: 5/14/97

(2) For billing purposes, the identification number will be 300-119-002.

(3) For billing purposes, the identification number will be 300-119-003.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.